

Jonathan Gross, State Bar No. 122010
jgross@moundcotton.com
Megan Wendell, State Bar No. 238423
mwendell@moundcotton.com
MOUND COTTON WOLLAN & GREENGRASS LLP
2200 Powell Street, Suite 1050
Emeryville, California 94608
Telephone: (510) 900-9371
Facsimile: (510) 900-9381

Attorneys for Defendant
LEXINGTON INSURANCE COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY,
a California public entity,

Plaintiff,

v.

LEXINGTON INSURANCE
COMPANY, a Delaware Corporation,

Defendants.

Case No.:

**NOTICE OF REMOVAL [28 U.S.C.
§1332; §1441(b); 1446]**

Complaint Filed: 1/21/2025

TO THE CLERK OF THE ABOVE ENTITLED COURT:

PLEASE TAKE NOTICE that Defendant LEXINGTON INSURANCE COMPANY (“Defendant”) hereby removes to this Court the state court action described below.

1. On January 21, 2025, an action commenced in the Superior Court of the State of California in and for the County of Los Angeles, entitled *Board of Trustees of the California State University v. Lexington Insurance Company*, Los Angeles County Superior Court Case No. 25LBCV00133. This is an insurance related matter asserting causes of action for breach of contract, breach of the covenant of good faith and fair dealing and declaratory relief. A copy of the Complaint is attached as

1 Exhibit A.

2 2. The first date upon which Defendant obtained a copy of the Complaint
3 was January 29, 2025, when Defendant was served with the Complaint. A copy of
4 the Proof of Service of Summons and Summons is attached hereto as Exhibit B.

5 3. **Jurisdiction** - This is a civil action of which this Court has original
6 jurisdiction under 28 U.S.C. §1332, and is one which may be removed to this Court
7 by Defendant pursuant to the provisions of 28 U.S.C. §1441(b) in that it is a civil
8 action between citizens of different states and the matter in controversy exceeds the
9 sum of \$75,000, exclusive of interest and costs, because the combined damages
10 sought by Plaintiff exceed this sum. On February 18, 2017, a landslide occurred on a
11 hillside at the campus of California Polytechnic University, San Luis Obispo (“Cal
12 Poly”). Cal Poly’s Fremont Hall student dormitory is located on the affected
13 hillside. (Complaint, ¶ 1.) Plaintiff seeks recovery of, inter alia, damages for the
14 costs “to repair the damage to Fremont Hall and to restore it to its prior function as a
15 student dormitory [by] undertak[ing] the permanent stabilization of the hillside.”
16 (Complaint ¶ 3.) Plaintiff “seeks coverage for the damage to the dormitory and its
17 water system.... Part of this damage repair requires stabilization of the hillside.”
18 (Complaint, ¶ 22.) Plaintiff alleges these damages are in excess of \$20,000,000
19 (Complaint ¶¶ 3, 30). Plaintiff also seeks damages sustained as a result Defendant’s
20 alleged breach of its duties under the insurance policy to Plaintiff, including the
21 alleged breach of the covenant of good faith and fair dealing (Complaint ¶¶ 35); for
22 declaratory relief that the Policy obligates Lexington to pay costs for the permanent
23 stabilization of the hillside (Complaint, ¶ 41); and Plaintiff’s attorneys fees and costs
24 (Complaint, Prayer ¶ 3). Accordingly, this action seeks damages in excess of the
25 \$75,000 jurisdictional minimum.

26 4. Complete diversity of citizenship exists in that Plaintiff was at the time
27 of the filing of this action, and still is, a public entity of the State of California, with
28 its principal place of business in Long Beach, California. Cal Poly is located in San

1 Luis Obispo, California. Complaint, ¶ 7.

2 5. Defendant was at the time of the filing of this action, and still is a
3 corporation incorporated under the laws of the State of Delaware with its principal
4 place of business in the State of New York. Defendant is not a California
5 corporation, nor is its principal place of business in California.

6 6. As set forth above, in accordance with 28 U.S.C. § 1446(a), Defendant
7 attaches and incorporates by reference copies of all of the papers received by or filed
8 by Defendant in this action, which includes the Complaint (Exhibit A hereto), the
9 Summons (Exhibit B hereto), true and correct copies of all of the associated
10 documents in the docketed case file in the Superior Court of the County of Los
11 Angeles, Case No. 25LBCV00133 (Exhibit C) and a true and correct copy of
12 Defendant's Answer to Plaintiff's Complaint (Exhibit D).

13 7. Written notice of the filing of this Notice of Removal (a Notice to
14 Adverse Parties) will be served upon Plaintiff as required under 28 U.S.C. § 1446(d).

15 8. **Intradistrict Assignment** –The underlying matter for which Plaintiff
16 seeks damages was venued in Los Angeles County Superior Court.

17
18 WHEREFORE, Defendant Lexington Insurance Company, by and through
19 counsel, respectfully gives notice that the above-captioned action is removed to this
20 Court from the Superior Court of the State of California, County of Los Angeles.

21 Dated: February 28, 2025

MOUND COTTON WOLLAN & GREENGRASS
LLP

22
23 By: /s/ Jonathan Gross

Jonathan Gross

Megan Wendell

Attorneys for Defendant

LEXINGTON INSURANCE COMPANY